

PC File No.
Doc. No.

EASEMENT NO.

SECOND AMENDED AND RESTATED RIGHT-OF-WAY DEED

=====

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, Grantor granted an easement to Grantee or Grantee's predecessor in interest by instrument dated_____, and recorded in the records of _____County, Montana under Microfilm No._____, (the "Original Easement") which was amended by Amended and Restated Right-of-Way Deed dated December 7, 2004 and recorded _____under Microfilm No._____, records of _____ County, Montana; and

WHEREAS, Grantor and Grantee desire to clarify the intent and purposes of the Original Easement and those changes reflected in the Amended and Restated Right-of-Way Deed dated December 7, 2004;

WHEREAS,"all lawful purposes" as described in Paragraph 1 hereof shall include the right to install and maintain utilities within the right-of-way described herein;

NOW, THEREFORE, the Original Easement is further amended and restated in its entirety as follows:

Know ye that the State of Montana (hereinafter referred to as "Grantor"), in consideration of reciprocal rights-of-way, the sum of One Dollar (\$1.00) and other valuable consideration now paid through the _____ reciprocal Access Agreement, grants to Plum Creek Timberlands, a Delaware Limited Partnership, and Plum Creek Land Company, a Delaware Corporation (Hereinafter collectively referred to as "Grantee"), and their respective successors and assigns, a right-of-way for perpetual non-exclusive easement (the "Easement") for the purpose of constructing, reconstructing, maintaining, repairing, and

using a road or road segment for all lawful purposes upon and across state lands as follows:

60-foot strips of lands upon and across the following described lands in Lake County, Montana, Principal Meridian Montana, as described on Exhibit A, attached hereto and made a part hereof. Said right-of-way contains a total of _____ acres, more or less.

1. **Purpose.** The easement and right-of-way granted herein is for the full use of the above-described property as a road by the Grantee, together with its licensees, permittees, and agents, generally to lands owned, administered, or controlled by the Grantee at the time of the Original Easement grant for all lawful purposes subject to reasonable rules and regulations of the State of Montana and Board of Land Commissioners.

2. **Width; Road Location.** The easement granted herein shall be 60 feet wide, 30 feet on each side of the centerline, with such additional width as required for accommodation and protection of cuts and fills. Additional width must be approved by the Grantor. If the road as presented located or as later constructed is located substantially as described herein, the centerline of said road is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the actual roadway shows that any portion of the road, although located substantially as described, crosses and encumbers lands of the Grantor not described herein, this Easement shall be amended and corrected by mutual agreement of the Grantor and Grantee and payment of full market value for the additional net area (if any) included in and encumbered by such the right-of-way. Upon such agreement and payment (if any), Grantor shall issue a correction deed describing the actual location of this Easement and right-of-way. If any lands described herein are not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

3. **Extension of Rights.** Grantor alone may extend rights and privileges for use of the road to Government departments and agencies, States, and local subdivisions thereof, and to other users.

4. **Compliance with Laws, Rules and Regulations.** Grantee shall comply with the Montana Antiquities Act, Title 22, Chapter 3, Part 4, MCA. In particular, Sections 22-3-435 and 22-3-801 through 22-3-811. Further, Grantee will comply with such rules or regulations as may be hereafter imposed by the State Board of Land Commissioners to ensure that the environment will be adequately protected and the public health and safety not be endangered.

5. **Noxious Weeds.**

(a) Grantee shall be responsible for controlling noxious weeds introduced by Grantee's activity on Grantor's land. The Grantee's methods of control must be reviewed by the Grantor's Area Field Office that has jurisdiction for that locale. If the Grantee fails to perform weed control commensurate with the Grantee's activities, the Grantor reserves the right to assess fees necessary for weed control.

(b) Grantee shall comply with the Montana County Noxious Weed

Management Act, Section 7-11-2101 MCA et. seq., as follows: Grantee shall notify the local weed board that is responsible for that geographical area that the project is located in. If Grantee disturbs vegetation for any reason, Grantee shall be required to revegetate the disturbed area. Grantee shall submit to the local weed board a written plan specifying the methods to be used to accomplish revegetation. The plan must describe the time and method of seeding, fertilization, recommended plant species, use of weed-free seed, and the weed management procedures to be used. This plan is subject to approval by the local weed board, and therefore must be signed by the chairman of the board. Upon termination of this easement, the Grantee shall reclaim the entire area in accordance with this paragraph.

6. **No Interference.** This Easement is granted under the express condition that the Grantee's exercise of the rights herein granted shall not unreasonably interfere with the Grantor's use of the adjacent land. Grantee shall not unreasonably interfere with the Grantor and its successors, assigns, lessees or other parties authorized to use Grantor's lands, in such parties' right at all times to go upon, cross and recross the land covered by said right-of-way and any road thereon, at any point, for any and all purposes in a manner that will not unreasonably interfere with the rights granted to the Grantee.

7. **Road Construction and Reconstruction.** All construction or reconstruction of the road by the Grantee shall be in accordance with specifications and written stipulations approved by the Grantor prior to beginning such construction or reconstruction. Approval of any such construction and/or reconstruction shall not be unreasonably withheld by Grantor. Unless the parties hereto agree in writing to share the cost construction or reconstruction to said road(s) in advance of such construction or reconstruction being made, said construction or reconstruction shall be the sole financial responsibility of the improver. Use of the roads by the Grantor, Grantee and third parties shall be suspended if reasonably necessary until such construction and/or reconstruction has been mutually agreed upon and fully performed.

8. **Maintenance Costs.**

(a) Grantee shall pay the Grantor for its proportionate share of maintenance cost or perform maintenance, as reasonably determined by the Grantor. The maintenance obligation of the Grantee shall be proportionate to total use of the road by all users, and the Grantee shall not be required to perform or bear the costs of maintenance other than that commensurate with Grantee's sole use. Any maintenance performed by the Grantee shall be authorized by and shall be performed in accordance with current Best Management Practices (BMP), laws and regulations within an approved maintenance plan. In the event the road requires maintenance, restoration, or reconstruction work to accommodate the Grantee's needs, the Grantor shall authorize the work required in the same manner as provided herein for maintenance or as referenced above for reconstruction and below for compliance.

(b) Prior to use of the roads described herein, Grantor and Grantee shall identify any such roads that do not comply with current BMPs, laws and regulations. A "condition and use plan" will be mutually developed. Costs of

reconstruction, repair and restoration will be shared by the Grantor and Grantee based on proportionate use of the road. If either party uses the roads prior to work performed as identified in the condition and use plan that are not in compliance with current BMPs, laws and regulations or fails to pay for its share within 90 days after such work has been completed the easement may be terminated at the option of the other party following not less than 90 day written notice to defaulting party.

(c) If due to exhaustion, deterioration, destruction, severe damage, or for any other reason it becomes necessary to perform substantial reconstruction and repairs to restore a road, bridge, or other facility upon this right-of-way to a condition suitable for all lawful purposes, the parties shall agree upon the work to be performed and each party shall pay its proportionate share of the cost of such work. All reconstruction and repairs shall be in compliance with current BMPs, laws and regulations. If one of the cooperating parties should unreasonably fail to agree to the work to be performed or fails to pay its share within 90 days after such work has been completed, or otherwise fails or refuses to fulfill its obligations, this Easement may be terminated at the option of the other party following not less than 90 day written notice to the defaulting party.

9. **Assignment.** This Easement may not be assigned by Grantee without the prior approval of the Grantor, such approval not to be unreasonably withheld. Evidence of any such assignment must be recorded on forms prescribed by the Grantor. The foregoing notwithstanding, the Grantor's approval of the assignment of this Easement shall not be withheld so long as the Grantee is in compliance with the terms and conditions of this Easement. If there is more than one assignee, a Road User's Association must be established and a road maintenance plan must be developed prior to approval of the assignment by the Grantor. All assignees shall be subject to the terms and conditions of this easement. This Second Amended and Restated Right-of-Way Deed is made pursuant to the _____ Reciprocal Access Agreement, as amended on _____, _____ and policies that were in place and effective as of the Original Easement and the Amended and Restated Right-of-Way Deed dated December 7, 2004.

10. **Improvements.** Permission must be obtained in writing from the Grantor prior to the construction or erection of any structures, other than normal road-related signs or non-road improvements, in the right-of-way herein granted.

11. **Removal of Timber.** Grantee, upon notice to the Grantor, shall have the right to cut timber upon the right-of-way to the extent necessary for construction, reconstruction and maintenance of the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the Grantor and decked along the road for disposal by the Grantor.

12. **Road Relocation.** Grantor reserves the right to relocate the road described herein to the extent necessary to accommodate the management needs of the Grantor and the Grantee. It is agreed that the centerline of this Easement shall shift to follow the centerline of the relocated road and shall be ac-

cepted as the true centerline of the easement granted. The Grantor will provide Grantee with a corrected deed.

13. **Indemnity.** To the extent of its liability pursuant to applicable law, Grantee shall be liable for injury or damage to any person or property incidental to or that may arise during and in consequence of the Grantee's exercise of its rights granted hereunder, including but not limited to the use, operation and maintenance of the easement and right-of-way.

14. **No Representation.** Grantor has made no representation as to the present or future conditions of the easement and right-of-way, and Grantee assumes all risk of damage to the property or an injury to Grantee's person or property, in connection with the exercise of or rights granted hereunder.

15. **Termination.**

(a) Grantor may terminate this right-of-way for a material breach of any of the conditions or provisions of this deed. Before termination, Grantor shall provide Grantee or its successors or assigns written notice, served at its last known post-office address, of Grantor's intent to terminate this right-of-way, which notice shall set forth the asserted default(s), and shall afford Grantee or its assigns 30 days to request a hearing from Grantor to contest the termination. Termination may not occur if Grantee either cures the asserted default(s) or commences a good faith effort to cure the asserted default(s) within 30 days of Grantor's written notice.

(b) If Grantor determines that Grantee has ceased to use the easement and right-of-way granted herein for the purpose for which this Easement was granted, Grantor shall provide Grantee or its assigns written notice of this determination at Grantee's or its assign's last known post-office address, and shall provide Grantee or its assigns 40 days to request a hearing from Grantor to contest this determination.

(c) If this Easement is terminated pursuant to Section 15(a) or 15(b) hereof, the parties shall execute and record a Termination of Easement.

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IN TESTIMONY WHEREOF, the State of Montana has caused these presents to be executed by the Governor, and to be attested by the Secretary of State, and countersigned by the Director, Department of Natural Resources and Conservation, and the Great Seal of the State, and the Seal of the State Board of Land Commissioners to be hereunto affixed this ____ day of _____, A.D. 2007.

Governor of the State of Montana

ATTEST:

Secretary of State

COUNTERSIGNED BY:

Director, Department of Natural
Resources and Conservation

Accepted and Approved:

PLUM CREEK TIMBERLANDS, L.P.

By: Plum Creek Timber I L.L.C.
Its General Partner

Rick R. Holley, President and
Chief Executive Officer

Attest:

(Seal)

Sheri L. Ward, Director Law and
Assistant Secretary

PLUM CREEK LAND COMPANY

Rick R. Holley, President and
Chief Executive Officer

Attest:

(Seal)

Sheri L. Ward, Director Law and
Assistant Secretary

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year last above written.

Notary Public for the State of Washington
Residing at: Renton
My Commission Expires: 10/29/2010
Printed Name: Paul A. Hill II

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year last above written.

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AGENDA ITEM

April 16, 2007

RECIPROCAL ACCESS AGREEMENTS SUMMARY

RIGHT-OF-WAY-APPLICATION FILE NO. 14137

I. **Applicant:**

Plum Creek Timberlands
999 Third Avenue, Suite 2300
Seattle, WA 98104

II. **History of Extent of Rights Process (EOR):**

- The EOR process was initiated in 2003 between the State and Plum Creek to standardize the rights and widths of existing easements that were issued between 1940 and 2001.
- The EOR process consists of three phases. EOR Phase 1 was designed to deal with those easements where the existing rights were All Lawful Purposes (ALP) and the right-of-way (ROW) widths ranged from 40 to 60+ feet.
- Under EOR Phase 1, 42 of the original easements granted by the State were for All Lawful Purposes and 60+ foot ROW widths. These 42 easements were restated to standardize the ROW width to 60'.
- In addition, 39 of the original easements granted by the State were for All Lawful Purposes and 40' ROW width. These 39 easements need to be amended and restated to 60' ROW widths in order to be consistent with existing policies and uses. While no new rights are being granted, these easements do require Land Board Approval due to the increase in ROW width.
- Woodward 1, which was presented and approved at the February 2007 Land Board meeting, represents one of the 39 easements where the ROW width needed to be amended and restated to 60'.
- EOR is an ongoing process. Phases 2 & 3 will be completed over the next 2 to 3 years. These easements will be amended to standardize rights and widths.

III. **Purpose of This Reciprocal Access Agreement (RAA):**

This RAA application involves the remaining 38 EOR phase 1 easements where the ROW width needs to be standardized to 60'. State land is intermingled with Plum Creek Timberlands (PCT) property. The existing RAA's and easements provide both parties with ALP and 40' ROW widths. In order to be consistent with current policies and EOR goals, it is necessary to amend the existing RAA's and the remaining 38 EOR phase 1 easements to 60' ROW width.

IV. Legal Description:

Agreement Name and Date of Execution	Plum Creek Ownership	State of Montana Ownership
Tornilla Reciprocal Access Agreement 2/15/2002	Sections 19,20,29,30, T26N R26W Sections 13, 14, 23, 24, 25, T26N R27W	Section 30, T26N R26W Sections 24,26,36 T26N R27W
Rollins Chunk Reciprocal Access Agreement 6/1/2001	Sections 7,17,18,21,T25N R20W Sections 1,2,10,11,12,13,14,15,22,23,24,25 T25N R21W Section 25, T26N R21W	Sections 16,18, T25N R20W Section 36, T25N R21W Section 36, T26N R21W
Cook Mountain Reciprocal Access Agreement 12/14/2000	Sections 7,8,9,17,19,21,28 T23N R26W Sections 13,23,24,25,26 T23N R27W	Sections 16,18,20 T23N R26W Sections 14,24,26 T23N R27W
Lightning Peak Reciprocal Access Agreement 3/8/2001	Sections 18,19,29,30,31 T29N R28W Sections 13,23,24,25,26,35 T29N R29W	Sections 30,36 T29N R28W Section 6, T28N R28W
Horse Hill Reciprocal Access Agreement 12/14/2007	Section 26, 35, T30N R27W Section 1,2, T29N R27W	Section 36, T30N R27W Section 2, T29N R27W
Crowell-Reidlinger Reciprocal Access Agreement 8/3/2000	Sections 20,21, T29N R33W Sections 9,17,20 T30N R33W	Section 16, T29N R33W Section 16, T30N R33W
Island Lake Reciprocal Access Agreement 8/3/2000	Sections 18,19, T29N R26W Section 24, T29N R27W	Section 18, T29N R26W Section 24, T29N R27W
McGregor Lake Reciprocal Access Agreement 10/5/2000 (2 easements)	Sections 7,8,9,15,17,21,22, T26N R25W	Section 16, T26N R25W
Richard's-Backus Reciprocal Access Agreement 11/30/1998	Sections 3, 4,5,6,7,8,9,10,11,14,15, 17,18,19,20,21,22,29,30, T29N R28W	Section 14,16,18,20,30, T29N R28W
Elk Creek Reciprocal Access Agreement 12/2/1998	Sections 19,30, T26N R27W Section 1, T25N R28W Sections 25, 35, T26N R28W	Section 36, T26N R28W
Bend-Mandy Way Reciprocal Access Agreement 12/2/1998	Sections 19,30,31, T25N R26W Sections 24,25, T25N R27W	Section 24, 26, 36, T25N R27W
Idaho Hill Reciprocal Access Agreement 11/30/1998	Sections 7, 9,17,18,19,21, T27N R23W Sections 13,23,24,25,26, T27N R24W	Section 8,16,20,30 T27N R23W
Harris Creek Reciprocal Access Agreement 11/30/1998	Sections 15,17, T28N R29W	Section 16, T28N R29W
BN Deer Creek Reciprocal Access Agreement 12/1/1997	Sections 4,5,8,9,14,15,17,18,19,20,21,22,23, T27N R27W Section 30, T28N R27W Section 25, T28N R27.5W	Section 4,16, T27N R27W Section 36 T28N R27.5W
Clark-Corona Reciprocal Access Agreement 11/24/1997	Section 1,2, T21N R26W Section 25, 35, T22N R26W Section 32,33 T20N R25W	Section 36, T22N R26W Section 5, T20N R25W Section 16, T21N R25W
North Plains-Buffalo Bill Reciprocal Access Agreement 12/1/1997	Sections 6, T20N R26W Section 1, T20N R27W Section 19,20,21,27,28,29,30,31,32,33,34,35, T21N R26W Sections 13,24,25 T21N R27W	Section 20,22,26,28, T21N R26W

Agreement Name and Date of Execution	Plum Creek Ownership	State of Montana Ownership
North Plains-Jones Ranch Reciprocal Access Agreement 12/1/1997	Sections 4,8,9,15,17,20,21, T21N R26W	Section 16,20,22 T21N R26W
Lower Thompson River Reciprocal Access Agreement 12/20/1996	Sections 5,7,9,10,14,15,17,19,20,21,22,23,30, 31, T22N R26W Sections 1,2,3,4,10,11,12,13,17,21,23, 25, 29, T22N R27W Sections 19,28,29,30,31,33 T23N R26W Sections 25,26,33,34,35, T23N R27W	Sections: 4,6,8,16,18,30, T22N R26W Sections 2,4,10,12,16, T22N R27W Sections 20,28,30,32 T23N R26W Sections 26,34,36 T23N R27W
Flathead Mine Reciprocal Access Agreement 12/30/1996	Sections 15,21,22, T25N R23W	Section 16 T25N R23W
Johnson Draw Reciprocal Access Agreement Johnson's Draw Area Butler Creek Area Mantrap Area Snell Creek Area 12/20/1996	Section 1, T29N R30W Sections 9, 17, T25N R28W Sections 9,10,15,21,27, T30N R29W Sections 6,7,9,17,18,19,21, T28N R28W Sections 1,12,13,24,25,26, T28N R29W Sections 22,24,25,26,27,34,35, T30N R30W	Section 16, T25N R28W Sections 16, 22, T30N R29W Section 16, T28N R28W Section 36, T30N R30W
McCully Ridge Reciprocal Access Agreement 11/30/1998	Section 3,4,5,6,9,10,15,22,23 T23N R27W Sections 31 T24N R27W	Sections 4,14,16,22, T23N R27W
Deerhorn Reciprocal Access Agreement 11/30/1998	Section 20,21,28,29,30,31,32,33, T23N R27W Sections 25,35, T23N R28W	Section 32, T23N R27W Section 36, T23N R28W
North Meadow Reciprocal Access Agreement 11/1/2001	Section 27, T20N R27W Sections 26,27,28,33,34,35, T25N R27W Section 4, T24N R27W	Section 26 T20N R27W Sections 28,34, T25N R27W
Richard's Peak Reciprocal Access Agreement 4/21/2000	Sections 5,9,10,15,17,21,22, T24N R27W	Sections 4,10,16, T24N R27W
Indian Lazier Reciprocal Access Agreement 11/30/1998	Sections 4,5,6,7,8,9,10,14,15,17,18,19,20, 21,22,23,27,28,29,30,31,33 T25N R27W Sections 1,13, T25N R28W Sections 19,28,30,31,32,33 T26N R27W	Sections 4,16,18,20, T25N R27W
Farnsworth-Bear-Chippy Reciprocal Access Agreement 6/1/2001	Sections 5,7, T23N R26W Section 1, T23N R27W Sections 31,32, T24N R26W Sections 9,10,11,12,13,14,15,22,23, T24N R27W	Section 6, T23N R26W Section 10, T24N R27W
Shroder Creek Reciprocal Access Agreement 12/2/1998	Sections 8,9,15,17,18,19,20,21, T25N R26W	Section 16,18,30 T25N R26W
Big Prairie Reciprocal Access Agreement 4/5/2001	Sections 1,2,3,5,10,11,13,23, T23N R27W Section 7, T23N R26W Sections 26,27,33,34,35 T24N R27W	Sections 2,4,12,14,24 T23N R27W Section 6,T23N R26W Section 26,36 T24N R27W
Sipes Reciprocal Access Agreement 8/1/2001	Section 6 T27N R27.5W Sections 1,2 T27N R28W Sections 27,34 T28N R27.5W Sections 24,25,26,35, T28N R28W	Section 36 T28N R28W
Calx Reciprocal Access Agreement 3/2/2001	Sections 21,22,23,24,27 T29N R28W	Section 24 T29N R28W
Sourfish Reciprocal Access Agreement 2/24/1999	Sections 19,30 T16N R13W Sections 15,21,22,23,24,26,27, 32 T16N R14W	Sections 16,20,24,26,28,32,34 T16N R14W Sections 12 T15N R14W

Agreement Name and Date of Execution	Plum Creek Ownership	State of Montana Ownership
Moose-Fish Reciprocal Access Agreement 6/1/2001	Section 21, T15N R22W Sections 30,31, T15N R23W Sections 22,23,24,25,26,27,35 T15N R24W Sections 1,11,12,13,14,23,24,25 T13N R25W Sections 5,7,9,17,18,19,21,29,31 T13N R24W Sections 9,15,17,29,31,32,33 T14N R24W Sections 2,3,11,24,27,36 T14N R25W	Section 6 T14N R23W Sections 34,36 T15N R24W Sections 12,14 T13N R25W Sections 6,8,16,18,20,29,30 T13N R24W Sections 16,30 T14N R24W Sections 10,24,26,36 T14N R25W
Placid Lake Reciprocal Access Agreement 3/2/1998	Sections 5,6, T15N R15W Section 1, T15N R16W Sections 7,8,17,21,22,25,26,27,31,33,34,35, T16N R15W Sections 9,15,17,21,25,31,35, T16N R15W	Sections 8,9,15,16,18,23,26,30,32, 34, T16N R15W Sections 16, 36 T16N R16W
Miller-Davis Reciprocal Access Agreement 6/10/1996 (3 easements)	Sections 2,3,9,10,11,12,14,15,23, T11N R19 Sections 33,35 T12N R19W	Sections 2,4,10,14,16,22, T11N R19W Sections 26,28,34, T12N R19W
Woodward Whitetail Reciprocal Access Agreement 11/26/1997	Sections 23,25,27,35, T24N R18W Sections 1,3,9,11,13,15 T23N R18W Section 7, T23N R17W	Sections 19,30, T24N R17W Sections 22,23,24,25,26,28,34,36 T24N R18W Section 2,10,12, T23N R18W

IV. General Information:

Land Office: NWLO and SWLO
Unit Office: Kalispell, Libby, Missoula, Plains and Swan Units
County: Flathead, Lincoln, Lake, Mineral, Missoula and Sanders
Beneficiary: Common Schools, Public Buildings, MSU 2nd Grant, School of Mines, State Reform School and Deaf and Dumb Academy.
Land Classification: Classified Forest Land

V. Costs to be Borne by Each Party:

Excess costs, by land value, were determined by using the appraisal for the FWP Swan conservation easement. The following table summarizes the land value for all of EOR Phase 1.

	EXCESS COSTS	
	PCT Owes State	State Owes PCT
Land Value EOR-38	\$37,986.00	\$ 0.00
Land Value Woodward 1	\$0.00	\$14,423.97
Amount Owed*	\$23,562.03	\$ 0.00

***The State of Montana and PCT agree to apply the net balance due from EOR Phase 1 against reciprocal easements to be considered later this fiscal year. Final reconciliation of the balance sheet will be done by June 15, 2007.**

VII. Benefits to State:

1. Standardizes easement language and widths to make consistent with existing policies and EOR goals.
2. As part of this RAA application, PCT has agreed to motorized public access across 7 of their sections. This grant provides access to approximately 2,500 Trust land Acres for hunting and other recreational uses. In addition, the State and PCT have agreed to apply the net balance due (\$23,562.03) to the balance sheet which will be reconciled by June 15, 2007.

3. This Reciprocal Access Agreement is consistent with DNRC State Land Surface Management Rules and Policies (June 2005) including the Reciprocal Access/Easement Exchange Policy (September 2006).
4. As land values in western Montana counties continue to escalate and properties are subdivided, the State of Montana's ability to secure access is expected to become more difficult (dealing with multiple owners) and cost prohibitive.
5. This is the most cost effective method in sharing of road construction and maintenance costs on an equitable basis with an adjacent landowner.

VIII. Recommendation/Action:

After review of the agenda item, deed, and benefits to the State, the Director of the Department of Natural Resources and Conservation recommends approval of the proposed Amended Reciprocal Access Agreements with Plum Creek Timberlands. Further, the Director recommends that the net balance due of \$23,562.03 from all of EOR Phase 1 be applied to the Balance sheet and reconciled prior to June 15, 2007.

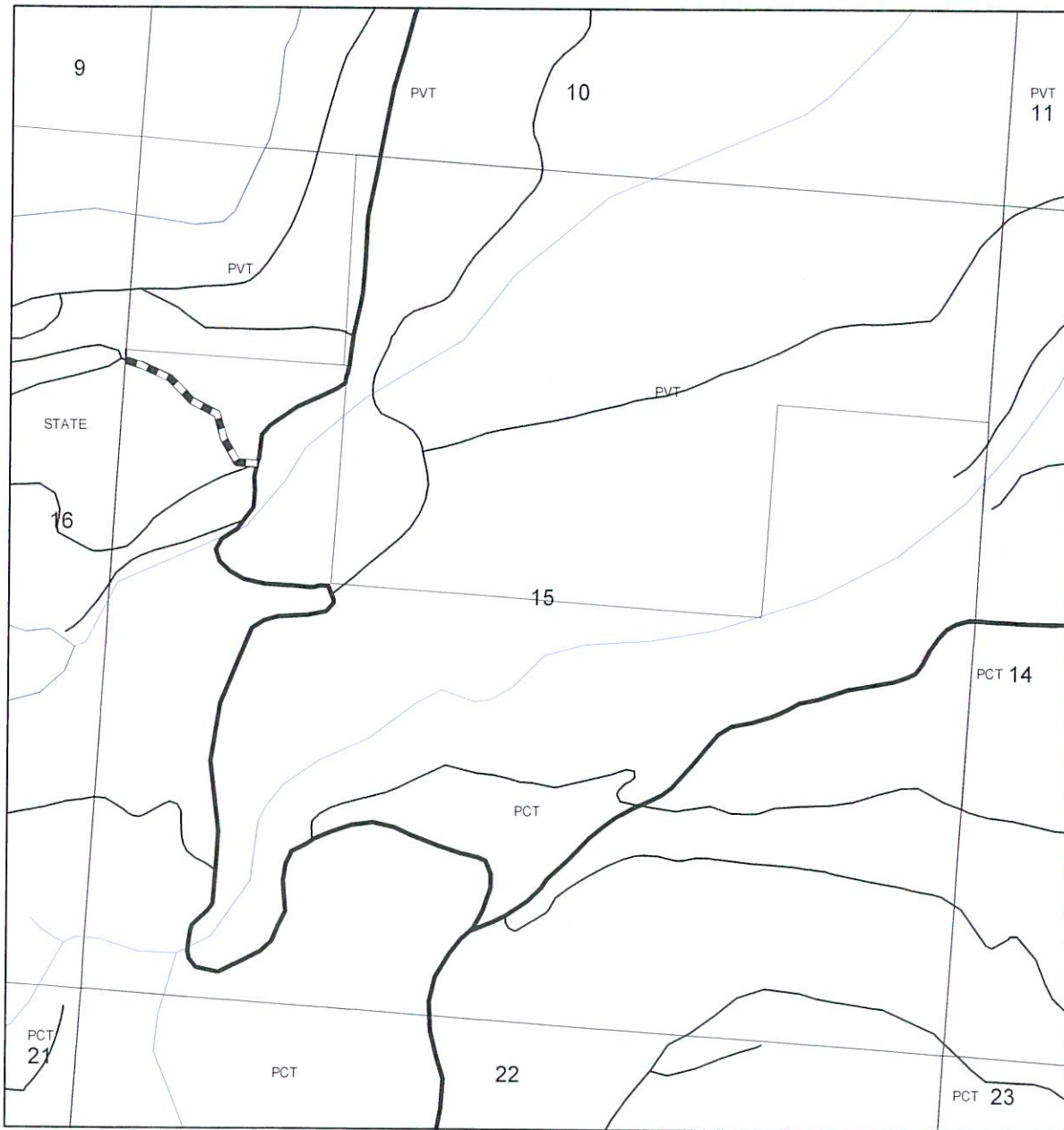
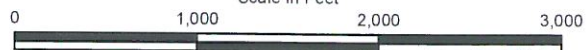


EXHIBIT II
Section 15, Twp. 26N Rge. 25W, P.M.M.
Flathead County, Montana

 Easement From Plum Creek Timberlands, L.P. to State of Montana For Motorized Public Access



Scale In Feet



Plum Creek

March 20, 2007

LS/JWW

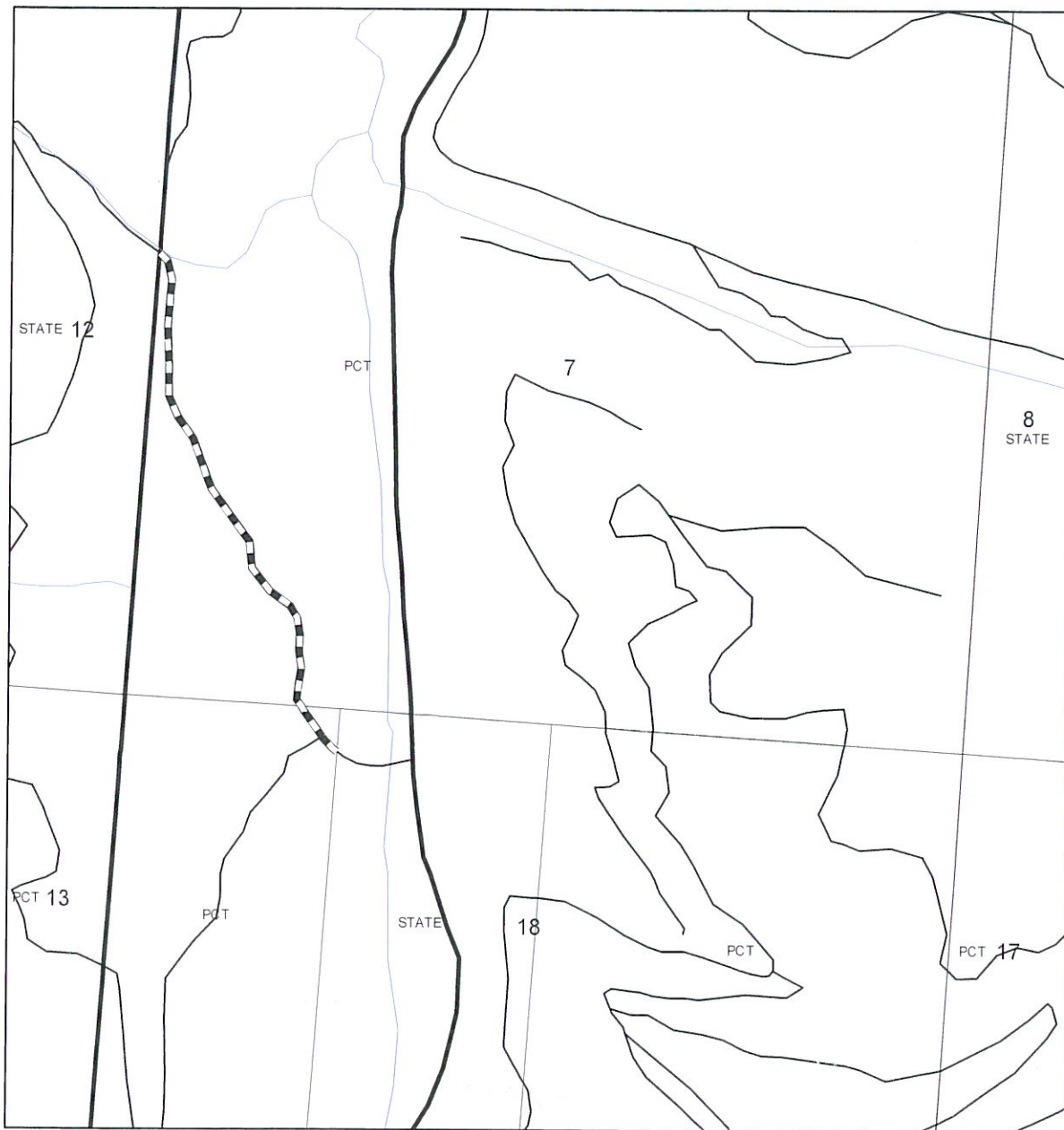
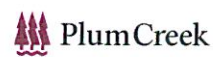
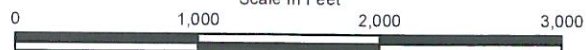


EXHIBIT II
Section 7, 18, Twp. 13N Rge. 24W, P.M.M.
Mineral County, Montana

 Easement From Plum Creek Timberlands, L.P. to State of Montana For Motorized Public Access



Scale In Feet



March 16, 2007

LS/JWW

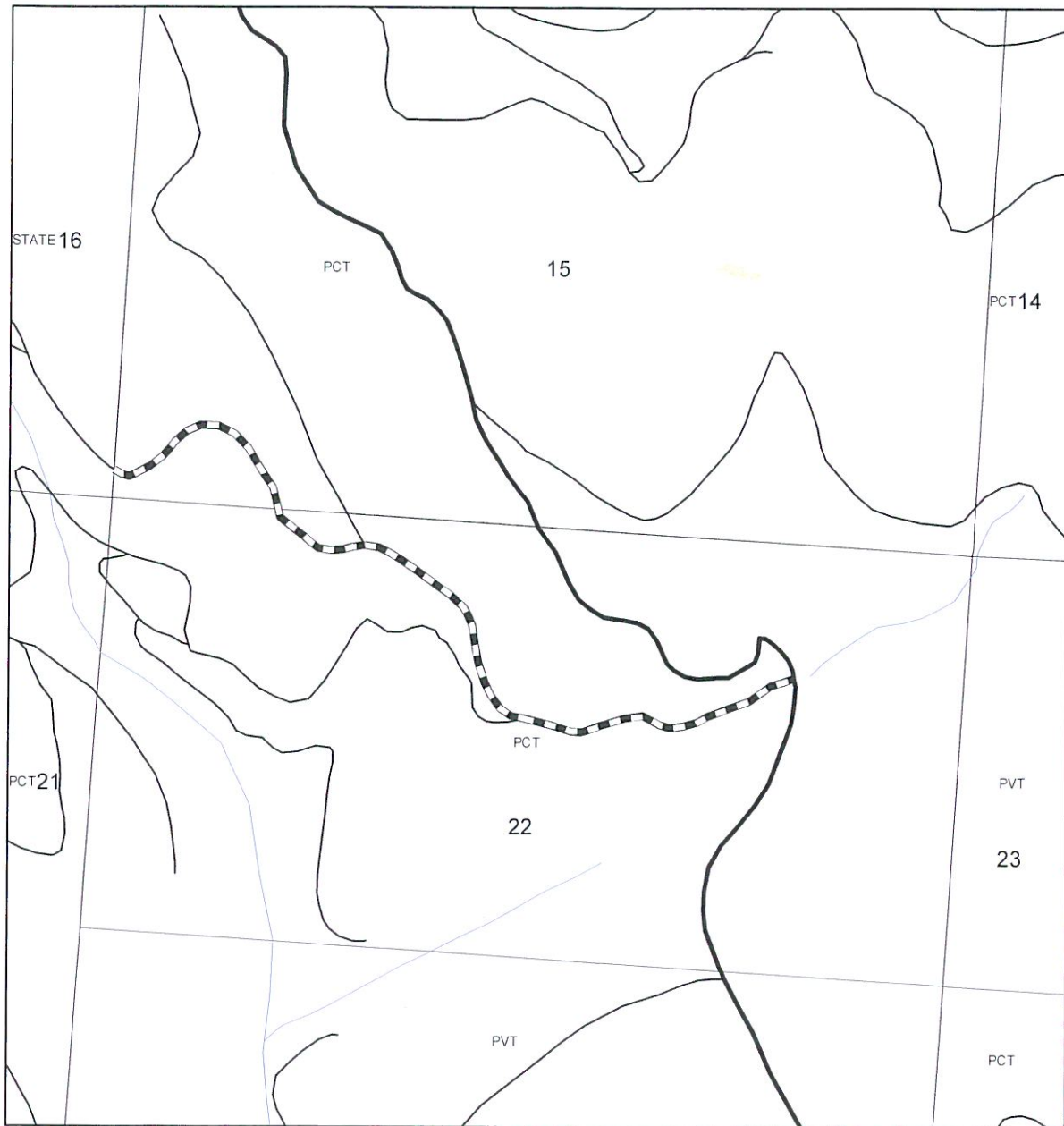
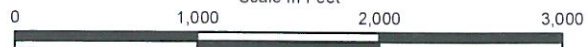


EXHIBIT II
Section 15, 22, Twp. 25N Rge. 23W, P.M.M.
Flathead County, Montana

 Easement From Plum Creek Timberlands, L.P. to State of Montana For Motorized Public Access



Scale In Feet



March 16, 2007

LS/JWW

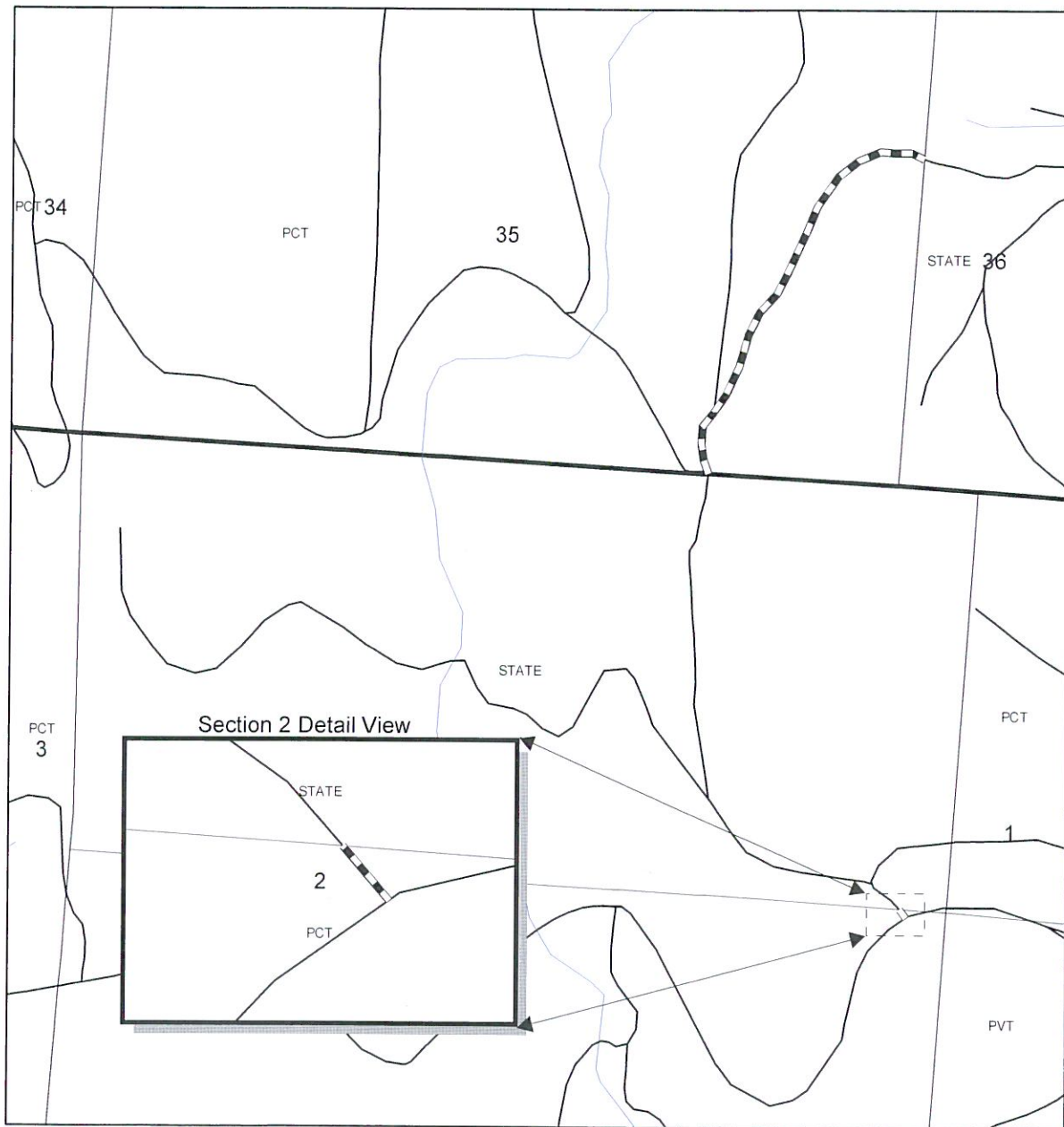
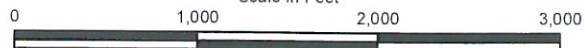


EXHIBIT II
 Section 35, Twp. 30N Rge. 27W, P.M.M.
 Section 2, Twp. 29N Rge. 27W, P.M.M.
 Lincoln County, Montana

--- Easement From Plum Creek Timberlands, L.P. to State of Montana For Motorized Public Access



Scale In Feet



March 20, 2007

LS/JWW

File No. _____
Reciprocal Access Agreement

Document No. _____

SECOND AMENDED AND RESTATED EASEMENT

THIS AMENDED AND RESTATED EASEMENT, dated this _____ day of _____, 2007, from PLUM CREEK TIMBERLANDS, L.P., a limited partnership of the State of Delaware, successor by merger to Plum Creek Timber Company, L.P., whose address is 999 Third Avenue, Suite 4300, Seattle, Washington 98104, hereinafter called "Grantor," to the STATE OF MONTANA, DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION, whose address is 1625 Eleventh Avenue, Helena, Montana 59620-1601, and its successors and assigns, hereinafter called "Grantee."

RECITALS

WHEREAS, _____, predecessor to Grantor herein, granted an easement to Grantee herein by instrument dated _____, and recorded in the records of _____ County, Montana in Book _____, Page _____ (the "Easement"); and

WHEREAS, Grantor and Grantee amended the Original Easement by that certain Amended and Restated Easement dated _____, and recorded in the records of _____ County, Montana in Book _____, Page _____ (as so amended, the "Original Easement"); and

WHEREAS, Grantor and Grantee desire to clarify the intent and purposes of the Original Easement, and to set forth and clarify certain other agreements of the parties with respect thereto;

NOW, THEREFORE, the Original Easement is amended and restated in its entirety as follows:

WITNESSETH:

Grantor, for and in consideration of reciprocal rights-of-way and \$1.00 and other valuable consideration received by Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and its successors and assigns, subject to existing easements and valid rights, a permanent non-exclusive easement for the construction, reconstruction, use and maintenance of a road or road segment for ingress and egress for all lawful purposes, including utilities, generally to lands owned, administered or controlled by the Grantee at the time of this grant, over and across the following described lands located in Missoula County, Montana:

A tract or strip of land sixty (60) feet wide, thirty (30) feet on each side of a centerline with

such additional width as required for accommodation and protection of cuts and fills, over and across the following described property:

[insert legal descriptions]

If the road is located substantially as described herein, the centerline of the road as constructed is hereby deemed accepted by the Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the actual roadway shows that any portion of the road, although located substantially as described, crosses and encumbers lands of the Grantor not described herein, this Easement shall be amended and corrected by mutual agreement of the Grantor and Grantee and payment of full market value for the additional net area (if any) included in and encumbered by such the right-of-way. Upon such agreement and payment (if any), Grantor shall issue a correction deed describing the actual location of this Easement and right-of-way. If any lands described herein are not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

The easement described herein is located approximately as shown on Exhibit A, attached hereto and made a part hereof.

The above grants and conveyances are subject to all matters of public record as of the date of this easement.

The parties hereto hereby agree that the rights hereinabove granted shall be subject to the following terms, provisions, and conditions applicable to Grantee, and its successors and assigns:

1. Purpose. The easements and rights-of-way conveyed herein are for the purposes of constructing, reconstructing, maintaining, repairing, and using a road or road segment for ingress and egress and for all lawful purposes, including utilities, generally to lands owned, administered or controlled by the Grantee at the time of this grant, hereinafter called "road," over and upon said easement and right-of-way. Nothing contained herein shall be construed as to create any right in the public to use the easement and right of way granted herein, except as specifically provided as follows:

a. The public shall have the right of motorized and non-motorized recreational use over and across the road(s) located in [include legal descriptions] and as shown on Exhibit "___" attached hereto and incorporated herein by this reference. This right of the public to use the road does not include use for commercial or for-profit purposes.

b. The right of the public to use the road for recreational purposes does not include the right to access or use the adjacent land of the Grantor or its successors or assigns.

c. Grantee may not place signs or make any other improvements within the easement right of way described herein without the prior consent of the Grantor.

d. Grantor reserves the right to restrict public use in specific areas and under special circumstances as are required to protect and/or restore environmentally sensitive areas, sites damaged by public use or natural disasters, areas currently undergoing timber harvest or timber management activities such as reseedling or replanting, in emergency situations or for public safety reasons. Grantor must give Grantee written notice of areas closed to public use either prior to closure or as soon as practical after such closure. Grantor shall use economically reasonable efforts to reopen any such closed roads as soon as practicable.

2. Relocation. Grantor reserves unto itself, its successors and assigns the right at its expense to relocate said road subject to the condition that, except for distance and curvature, such relocated roadway provides the same type and quality of unpaved roadway as may be established and maintained by Grantee at the time of such relocation.

3. Road Crossing. Grantor, for itself, its successors and assigns, reserves the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, said rights-of-way and to use the road on said rights-of-way in a manner that will not unreasonably interfere with the rights granted hereunder.

4. Third Parties. Grantor may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such third party shall be subject to the terms and conditions of this easement and shall not unreasonably interfere with the rights granted hereunder.

5. Right-of-Way Timber. Grantor reserves to itself all timber now on or hereafter growing within said right-of-way. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by Grantor and decked along the road for disposal by Grantor.

6. Maintenance. The cost of road maintenance, resurfacing and noxious weed control shall be allocated on the basis of respective uses of said road. When any party uses said road, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance, resurfacing and noxious weed control occasioned by such use as hereinafter provided. During periods when said road, or a portion thereof, is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced.

During periods when more than one party is using said road, or a portion thereof, each party's share of maintenance, resurfacing and noxious weed control management shall be pro rata in proportion to its use thereof. The parties hereto shall establish necessary maintenance provisions. Such provisions may include, but shall not be limited to:

(a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed, at a reasonable and agreed upon rate, the

maintenance, resurfacing and noxious weed control management of the road or the portion thereof being used; and

(b) A method of payment by which each party using said road or a portion thereof shall pay its pro rata share of the cost incurred by said maintainer in maintaining, resurfacing or noxious weed control management of said road or portion thereof.

For the purposes of this easement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

(c) The foregoing notwithstanding, Grantee alone shall be responsible for all costs associated with use of the road by members of the public.

7. Road Damage. Each party using any portion of said road(s) shall repair or cause to be repaired at its sole cost and expense that damage to said road(s) occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road(s). Should inordinate damage to said road(s) occur which is not caused by an authorized user of said road(s), the parties hereto shall agree on the cost of replacement, and the shares of replacement cost to be borne by each user of said road(s), with such agreement set forth in a separate written instrument.

8. Construction and Improvement. Unless the parties hereto agree in writing to share the cost of improvements to said road(s) in advance of such improvements being made, said improvements shall be the sole financial responsibility of the improver.

9. Exercise of Rights. Grantee may permit its contractors, licensees, lessees, purchasers of timber and other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein.

10. Indemnification. To the extent of its liability pursuant to applicable law, Grantee shall be liable for injury or damage to any person or property incidental to or that may arise during and in consequence of Grantee's exercise of its rights granted hereunder, including but not limited to the use, operation and maintenance of the easement and right-of-way.

11. Termination. If Grantee determines that the road, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. The termination shall be evidenced by a statement in recordable form furnished by Grantee to Grantor or its successor(s) or assign(s) in interest. Grantor may terminate this easement, or any segment thereof, (1) by consent of Grantee, (2) by condemnation, (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law; Provided: That the easement, or segment thereof, shall not be terminated for nonuse as long as the road, or segment thereof, is being preserved for prospective future use; or (4) for breach of any of the terms hereof after notification and opportunity for hearing as prescribed by law.

12. Assignment. This easement may not be assigned or transferred by Grantee without the prior approval of Grantor. Such approval by Grantor shall not be withheld so long as Grantee is in compliance with the terms and conditions of the easement.

13. Rights and Obligations. The rights and obligations hereunder shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

14. Governing Law. This easement shall be interpreted and construed under the laws of the State of Montana.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

GRANTOR:

PLUM CREEK TIMBERLANDS, L.P.

Attest:

By Plum Creek Timber I, L.L.C.
its General Partner

By _____
Sheri L. Ward,
Assistant Secretary

By _____
Rick R. Holley, President
and Chief Executive Officer

Accepted and Approved:

STATE OF MONTANA
Department of Natural Resources and Conservation

By: _____
Name:
Title:

Date: _____

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this ____ day of _____, 2007, before me personally appeared Rick R. Holley and Sheri L. Ward, to me known to be the President and Chief Executive Officer and the Assistant Secretary, respectively, of Plum Creek Timber I, L.L.C., General partner of Plum Creek Timberlands, L.P., the limited partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the limited partnership and that the seal affixed is the seal of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public in and for the
State of Washington
Residing at _____
My Commission Expires _____
Printed Name _____